

LAW OFFICE OF STEPHEN T. CARPENITO
 BY: STEPHEN T. CARPENITO, ESQUIRE
 200 MAHANTONGO STREET, SUITE 44
 P.O. BOX 570
 POTTSVILLE, PA 17901
 TELE: (570) 516-9265

COUNSEL FOR PLAINTIFF

CHARLOTTE STOUTD,

PLAINTIFF

VS.

STATE FARM INSURANCE, STATE FARM
 FIRE AND CASUALTY COMPANY,
 THREE STATE FARM PLAZA H4
 BLOOMINGTON, IL 61710

DEFENDANTS

: IN THE COURT OF COMMON PLEAS
 : SCHUYLKILL COUNTY, PENNSYLVANIA
 : CIVIL ACTION - LAW
 :
 : DOCKET No: S-374-2018
 :
 :
 :
 :
 :
 :
 :

JURY TRIAL DEMANDED

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PENNSYLVANIA BAR ASSOCIATION
 LAWYER REFERRAL SERVICE
 100 South Street, P.O. Box 186
 Harrisburg, PA 17108
 Telephone: 1-800-692-7375

NOTICE CONCERNING MEDIATION OF ACTIONS
PENDING BEFORE THE COURT OF COMMON PLEAS OF SCHUYLKILL COUNTY

The Judges of the Court of Common Pleas of Schuylkill County believe that mediation of lawsuits is a very important component of dispute resolution. Virtually all lawsuits can benefit in some manner from mediation.

The Court has adopted Schuylkill County Local Rule 1001 to encourage the use of mediation. This early alert enables litigants to determine the best time during the life of their lawsuit for a mediation session. The intent of this early alert is to help the parties act upon the requirement to consider good faith mediation at the optimal time.

The Schuylkill County Bar Association provides mediation services and can be reached at (570) 628-1235. Free mediation sessions for pro bono cases referred by MidPenn Legal Services are available through the Schuylkill County Bar Association.

2018 SEP 11 PM 1:55
CLERK OF COURT
SCHUYLKILL COUNTY
PROTOSTARY OFFICE

LAW OFFICE OF STEPHEN T. CARPENITO
BY: STEPHEN T. CARPENITO, ESQUIRE
200 MAHANTONGO STREET, SUITE 44
P.O. BOX 570
POTTSVILLE, PA 17901
TELE: (570) 516-9265

COUNSEL FOR PLAINTIFF

CHARLOTTE STOUTD,	:	IN THE COURT OF COMMON PLEAS
	:	SCHUYLKILL COUNTY, PENNSYLVANIA
PLAINTIFF	:	CIVIL ACTION - LAW
VS.	:	
	:	DOCKET No: S-374-2018
STATE FARM INSURANCE, STATE FARM	:	
FIRE AND CASUALTY COMPANY,	:	JURY TRIAL DEMANDED
THREE STATE FARM PLAZA H4	:	
BLOOMINGTON, IL 61710	:	
DEFENDANTS	:	

NOTARY OFFICE
2018 AUG 16 PM 1:51
SCHUYLKILL COUNTY PA
17901

COMPLAINT

AND NOW, comes the Plaintiff, Charlotte Stoudt, by and through her Counsel, Stephen T. Carpenito, Esquire, and does file this Complaint against the Defendant, State Farm Insurance, State Farm Fire and Casualty Company, and in support thereof avers as follows:

1. Plaintiff, Charlotte Stoudt, is an adult individual residing in Schuylkill County, Pennsylvania.
2. Defendant, State Farm Insurance, is a duly organized corporation providing property and casualty insurance with an address of Three State Farm Plaza, H4, Bloomington, IL 61710.
3. Defendant, State Farm Fire and Casualty Company, is a duly organized corporation providing property and casualty insurance with an address of Three State Farm Plaza, H4,

Bloomington, IL 61710.

4. The Plaintiff was owner of a home located at 1255 Coventry Road, Orwigsburg, PA 17961 (hereinafter "Home").
5. The Plaintiff maintained property and casualty insurance ("Policy") (attached hereto as Exhibit "A") on the Home through the Defendants (hereinafter collectively referred to as "State Farm").
6. The Plaintiff incurred a loss that caused damage to the Home that was related to burst pipes.
7. The Plaintiff properly and promptly reported the loss to the Defendants and complied with all terms of the Policy.
8. The Defendants assigned a claim adjuster to examine the damages and generate an estimate for repairs.
9. The Plaintiff hired Heim Construction Company who also came to the Home and performed an appraisal of the damages.
10. A representative of Heim Construction met and/or communicated with the adjuster of State Farm and came to an agreement on price to complete the repairs and renovations caused by the water damage.
11. Heim Construction performed the work in accordance with the estimate that was agreed upon by the adjuster and Defendants.
12. When the work was completed Heim Construction sought payment through the Plaintiff and/or Defendants.
13. The Defendants refused to make full payments even though it had agreed to the estimate to repair the damage.

14. The Plaintiff was forced to pay Heim Construction approximately \$14,000.00 that should have been paid by the Defendant pursuant to the agreed upon estimate.
15. Plaintiff has demanded that Defendant re-pay her or pay Heim Construction, but they have blatantly refused to make said payment.

COUNT I

PLAINTIFF VS. STATE FARM

16. Plaintiff incorporates by reference hereto the allegations of all preceding paragraphs as if the same were more fully set forth at length.
17. The Defendant breached the terms of the Policy as follows;
 - a. Failing to make payments that was agreed upon under the estimate;
 - b. Failing to make payments as called for under the Policy;
 - c. Failing to adhere the terms of the Policy.
18. As a direct result of the breach of the Policy the Plaintiff has been forced to pay Heim Construction in excess of \$14,000.00.

WHEREFORE, Plaintiff seeks judgment in her favor and against the Defendant in an amount in excess of \$14,000.00 together with costs and interest on the payment she made to Heim.

COUNT II

PENNSYLVANIA BAD FAITH INSURANCE LAW

42 Pa.C.S.A. Sections 8371, *et seq.*

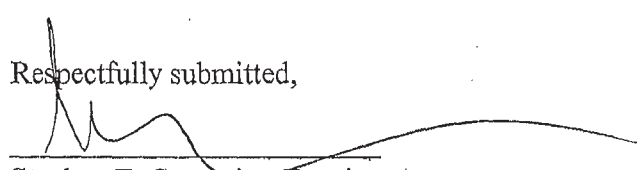
PLAINTIFF VS. DEFENDANTS

19. Plaintiff incorporates by reference hereto the allegations of all preceding paragraphs as if the same were more fully set forth here at length.

20. The Defendant came to a specific agreement with the Plaintiff and her contractor, Heim Construction on the price to fix the damage to the Home.
21. The Defendant gave specific instructions to the Plaintiff and Heim to proceed with the work.
22. The Defendant simply refused to make payments to Plaintiff and/or Heim on the amount agreed upon in the estimate.
23. The work performed was only that work approved by Defendant under the estimate.
24. The Defendant acted in bad faith in refusing to make said payment and forcing the Plaintiff to make final payment to Heim.
25. The Defendant had no justification for failing to make payment that had been agreed upon with a wanton disregard for the well being of the Plaintiff.

WHEREFORE, Plaintiff seeks judgment in her favor in excess of the arbitration limit, punitive damages, damages permitted under the Bad Faith Statute, Attorney Fees, costs, interests and such other relief that this Court deems just and proper.

Respectfully submitted,



Stephen T. Carpenito, Esquire
I.D. #: 68860

LAW OFFICE OF STEPHEN T. CARPENITO
BY: STEPHEN T. CARPENITO, ESQUIRE
ATTORNEY ID# 68860

COUNSEL FOR (?)

200 MAHANTONGO STREET, SUITE 44
P.O. BOX 570
POTTSVILLE, PA 17901
TELE: (570) 516-9265

CHARLOTTE STOUTD

PLAINTIFF,

VS.

STATE FARM INSURANCE, STATE FARM
FIRE AND CASUALTY COMPANY

DEFENDANT.

IN THE COURT OF COMMON PLEAS
SCHUYLKILL COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

DOCKET NO:

CERTIFICATE OF SERVICE

I, Stephen T. Carpenito, hereby certify that, on this date, a true and correct copy of *the*
Complaint has been served upon:

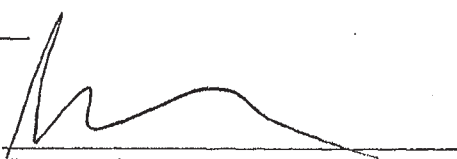
DEFENDANTS STATE FARM INSURANCE, STATE FARM FIRE CASUALTY COMPANY

THREE STATE FARM PLAZA H4
BLOOMINGTON, IL 61710

MANNER OF SERVICE:

- ☒ First Class U.S. Mail, postage prepaid
☐ Certified Mail
☐ Other (specify): _____

Date: 8-16-18


STEPHEN T. CARPENITO, ESQUIRE

PROthonary Office
2018 AUG 16 PM 1:51
SCHUYLKILL COUNTY PA
17901